

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 1	DATE 4/26/11
SUPPLEMENTAL LEASE AGREEMENT		TO LEASE NO. GS-11B-02178
ADDRESS OF PREMISES: 425 Eye Street, N.W. Washington, DC		

THIS AGREEMENT, made and entered into this date and between

425 EYE STREET NW, L.P.

whose address is

c/o Paramount Group, Inc.
1633 Broadway, Suite 1801
New York, NY 10019

hereinafter called the "Lessor", and the UNITED STATES OF AMERICA, hereinafter called the "Government":

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that

the said Lease is amended, effective April 26, 2011, as follows:

1. Terminology. Capitalized terms not defined herein have the meanings ascribed to such terms in the Standard Form-2 ("SF-2") and/or Solicitation for Offers ("SFO") comprising a part of the Lease, as applicable.

2. Partial Reduction of Rental Abatements.

a. The parties hereby acknowledge that, in order to reimburse Lessor for its costs in advancing funds for tenant improvements during the buildout of the leased space, the Government hereby agrees to pay to Lessor the sum of \$1,153,570.80 in settlement in full for said reimbursement. The foregoing sum shall be paid through the elimination of the partial rental abatement (in the amount of \$576,785.40) for each of the first two (2) full months of the first year of the Lease. Accordingly, the Government shall be responsible for the payment of the full monthly rent (being \$1,153,570.80) for each of such months.

b. In connection with the elimination of the partial rent abatements, and in order to implement the same, Lessor and the Government hereby agree that (i) clause (a) of Paragraph 3 of the SF-2 is hereby deleted in its entirety and (ii) Paragraph 6(c) of the SF-2 is modified to delete the fifth sentence thereof in its entirety, and to insert in its place the following: "The Commission Credit is \$1,153,580.80 and shall be retained by the Lessor as settlement in full to reimburse Lessor for its costs in advancing funds for tenant improvements during the buildout of the leased space." The parties further acknowledge and agree that there shall be no additional commission or fee payable by Lessor to the Government's leasing broker on account of the elimination of such partial rent abatement, nor shall there be any additional monies paid by the Government to the Lessor as reimbursement for its costs in advancing funds for tenant improvements during the buildout of the leased space.

3. Fire Life Safety Evaluation. The Fire Life Safety Evaluation attached as Exhibit C to the SF-2 is hereby deleted in its entirety, and the Fire Life Safety Evaluation attached as Exhibit C hereto shall be and is hereby substituted in lieu thereof.

4. NFPA. The Government hereby acknowledges that Lessor has provided the Government with an alternative approach for achieving a level of safety deemed equivalent to the egress

requirements set forth in National Fire Protection Association (NFPA) Life Safety Code 101 pursuant to the provisions of Section 9.1.A of the SFO.

5. Markups, Fees and Design Costs. The second (2nd) sentence of Paragraph 6.G of the SF-2 is hereby modified by deleting the words "for Tenant Improvement Pricing of up to \$80/AOBA" therefrom.

6. No Other Amendments. Except as specifically set forth herein, all other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:

425 EYE STREET NW, L.P.

BY PGREF I 425 GP, Inc., its general partner

BY (b) (6)
Jolanta K. Bott

Vice President
(Official Title)

IN PRESENCE OF

(b) (6)
(Signature)

1633 Broadway, #1801, Ny Ny 10019
(Address)

UNITED STATES OF AMERICA

BY (b) (6)
(Signature)

Contract Officer
(Official Title)

GSA Form 276 (REV. 7-67)